

CITY OF ALAMEDA

Memorandum

To: Honorable Mayor and
Members of the City Council

From: Lisa Goldman
Acting City Manager

Date: January 4, 2011

Re: Approve an Amendment to an Agreement with Holland + Knight, LLP to
Add \$24,000 to the Budget for Federal Legislative Advocacy Services
for Alameda Point

BACKGROUND

In June 2004, the City of Alameda retained the services of Holland + Knight (H+K) to provide federal legislative and regulatory advocacy services. A member of the H+K team specializing in base reuse and redevelopment issues has also provided federal legislative advocacy services for Alameda Point under a separate contract to the Alameda Reuse and Redevelopment Authority (ARRA) since 2006. During the last several years, the Alameda Point federal legislative services contract was funded through cost recovery accounts created under the Exclusive Negotiation Agreement with SunCal Companies. The most recent agreement with H+K for Alameda Point expired in June 2010.

Staff recommends amending the City's current agreement with H+K for \$96,000, which covers the period from July 1, 2010 until June 30, 2011, to add \$24,000 for federal legislative advocacy services specifically for Alameda Point, including identifying and securing federal funding. The amendment will result in a total contract amount of \$120,000. The original agreement and amendment are attached (Exhibit 1).

DISCUSSION

As the ARRA advances its "going forward" process for the redevelopment of Alameda Point, it will be important to secure federal financial and political support for its predevelopment and development efforts. Staff proposes amending H+K's current agreement with the City to incorporate specialized services for Alameda Point. The services for Alameda Point will include developing and implementing a multi-faceted strategy to secure:

- Federal funding for transportation and utility infrastructure and other projects;
- A mutually beneficial and feasible conveyance agreement with the United States Navy (Navy); and
- Complete and timely environmental remediation by the Navy.

These services will be important in ensuring the successful redevelopment of Alameda Point. Specifically, H+K produced a list of numerous examples of potential federal funding opportunities that they will assist the City in securing for Alameda Point (Exhibit 2). Additionally, H+K has been successful in the past at helping the City obtain both Federal funding and policy changes (Exhibit 3).

The H+K staff assigned to the Alameda Point legislative work has extensive experience working for local jurisdictions on base reuse, including for the City of San Francisco on Naval Air Station Treasure Island and Hunters Point Naval Shipyard and the City of Sacramento on McClellan Air Force Base. In particular, H+K was instrumental in the term sheet executed between the City of San Francisco and the Navy for Treasure Island and Hunters Point, in obtaining over \$100 million dollars in funding for Hunters Point since its closure, and in facilitating approval of new federal Economic Development Conveyance Legislation favorable to local communities.

FINANCIAL IMPACT

The cost to retain H+K to provide federal legislative and regulatory advocacy for Alameda Point is an additional \$4,000 per month, for a total of \$24,000 through June 30, 2011. These funds are included in the Community Improvement Commission of the City of Alameda's FISC Lease Revenue budget (256-8301) in FY10-11.

RECOMMENDATION

Approve an amendment to an agreement with Holland + Knight, LLP to add \$24,000 to the budget for federal legislative advocacy services for Alameda Point.

Respectfully submitted,



Jennifer Ott
Deputy City Manager

Approved as to funds and account,



Fred Marsh
Controller

Exhibits:

1. Original Agreement and Proposed Amendment with Holland + Knight
2. Potential Federal Funding Opportunities for Alameda Point
3. Holland + Knight Federal Legislative Successes

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 4th day of January 2011, by and between the COMMUNITY IMPROVEMENT COMMISSION of the CITY OF ALAMEDA, a public body (hereinafter referred to as "CIC"), and Holland + Knight, LLP, a Washington D.C. corporation, whose address is 2099 Pennsylvania Avenue, NW, Suite 100, Washington DC 20006-6801 (hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. On June 15, 2010, an agreement was entered into by and between City of Alameda and Consultant (hereinafter "Agreement").

B. CIC and Consultant desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

1. Paragraph 2 ("Services to be Performed") of the Agreement is modified to read as follows:

"Consultant shall perform each and every service set forth in Exhibits "A" and "A-1" which are attached hereto and incorporated herein by this reference."

2. Paragraph 3 ("Compensation to Consultant") of the Agreement is modified to read as follows:

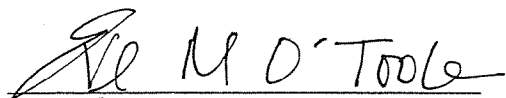
"Consultant shall be compensated for services performed pursuant to this Agreement in the amount not to exceed \$96,000.00 as set forth in Exhibit "B" and in the amount not to exceed \$24,000.00 as set forth in Exhibit "B-1" which are attached hereto and incorporated herein by this reference."

3. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

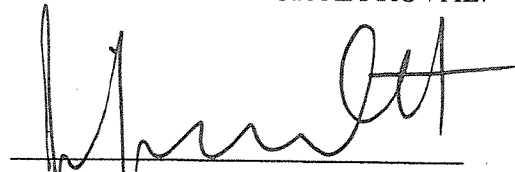
Holland + Knight, LLP

COMMUNITY IMPROVEMENT
COMMISSION


By: Eve M O'Toole
Title: Senior Policy Advisor


Ann Marie Gallant
Interim Executive Director

RECOMMENDED FOR APPROVAL:



Jennifer Ott
Deputy Executive Director

APPROVED AS TO FORM:



~~Teresa Highsmith~~
~~City Attorney~~
Donna Mooney
Acting General Counsel

Scope of Work To Achieve Federal Funding and Conveyance of Alameda Point

Strategic Objectives

In order to advance the revitalization of Alameda Point, a multi-layered strategy is required to secure:

- Federal funding to build infrastructure at the site;
- A transfer and conveyance arrangement with the Navy that is mutually beneficial; and
- Complete and timely environmental remediation by the Navy, including RAD cleanup at the site.

In developing a comprehensive Federal strategy to achieve the strategic objectives, Holland + Knight (H+K) would perform the following scope of work:

Scope of Work

1. **Strategy Discussions.** Building upon the initial discussion with management staff regarding potential funding and legislative strategies, staff would organize a working session to determine all aspects of the development and infrastructure needs at Alameda Point, including cost estimates, project metrics (e.g., affordable housing, economic development, job creation, revenue generation, energy, water and transportation efficiency improvements, etc.); the scope of community, civic, political, labor and environmental support ; the status of discussions with key governmental officials including not only the Navy, but also State or regional entities; proposed project milestones and project development arrangements. This discussion would consider the new Congress, Committee and leadership changes, including announced and anticipated staff changes in the Administration.
2. **Compelling Message.** As part of these strategic discussions, H+K would work with the City to construct a message on the significance of this project, together with visuals and charts that tell the story of Alameda Point in a succinct and compelling manner for House and Senate Members requiring influence to assist the City's funding and legislative strategies.
3. **Funding Roadmap.** Based on our strategy discussions, H+K would determine which project components are eligible and most optimal for Federal funding and, together with the City, prioritize which items would seek Federal assistance. H+K would prepare a roadmap on:
 - The most advantageous Federal funding accounts and financing resources for each of the remediation and infrastructure development priorities for Alameda Point. The roadmap will specify key applicable criteria and constraints, range of funding provided, local share requirements, and timetables.
 - Any potential Federal budgetary, political, and institutional challenges in securing these resources.

- Most effective strategies, including determining which House and Senate members to carry the City's requests, in order to maximize success in securing these Federal resources.
 - With the increasing constraints being imposed on Congressionally directed project appropriations, use of program authorization provisions and program appropriation language, particularly for defense and military construction funding, will be considered.
4. **Ongoing Contact with House and Senate Members.** Based on H+K experience with base closure issues, it is essential to maintain regular, ongoing contact with the City's delegation, California Senators, House and Senate Armed Services Committees, and House and Senate Appropriations Committees, updating them on project developments and immediately addressing any issues and concerns that arise.
 5. **Conveyance Agreement.** Based on H+K's experience with base closures, conveyance issues and the political and institutional dynamics involved in negotiating MOUs and final agreements, there are issues, however large or small, that require assistance in resolving, as the City works on its final agreement with the Navy. H+K would work with the City to develop strategies to address and resolve any issues with the Navy; including how best to collaborate with the City's Federal, State and local elected delegation or potential issues.

H+K's work in assisting jurisdictions negotiate several base closure remediation and revitalization projects, such as Hunters Point Shipyard, Naval Station Treasure Island and McClellan Air Force Base, and in securing the Alameda Point special legislation and FY 2010 NDAA EDC provisions, will provide the depth of experience and expertise to assist the City in maneuvering through the Congressional and agency decision process.
 6. **Development of Materials.** H+K would assist the City in preparing all necessary documents, talking points, briefing materials, presentations, testimony, authorization and appropriation justification materials needed for Congressional and Administration meetings, House and Senate hearings and markups, and ensure that all Congressional and Administration deadlines are met.
 7. **Meetings and Discussions with Federal Officials.** H+K would organize meetings with the City's Congressional delegation, authorization and appropriations committees, the White House, Navy and Department of Defense officials, and with key Departments and agencies that can assist in the advancement of the project (e.g., HUD, Transportation, EPA, Energy, Commerce, Justice, Interior).
 8. **State and Local Support.** H+K would highlight various pivotal points in this effort where the active and sustained involvement of City officials is essential. Also, H+K would work with the City, as necessary, to secure support from the Governor, community, labor and business groups to advance the effort. H+K has found especially important in securing the Alameda Point special legislation and FY 2010 NDAA EDC provisions to have active involvement and support from the Governor's office.

EXHIBIT B-1

COMPENSATION FOR SERVICES

Consultant shall be compensated for the services performed as set forth in Exhibit A-1 in an amount not to exceed \$24,000.00, paid in 6 equal monthly installments. Consultant shall submit monthly invoices not to exceed \$4,000.00 per month. Invoices to be provided to the City Manager's Office, Attention Jennifer Ott, within 10 days of start of month for previous month's work.



CERTIFICATE OF LIABILITY INSURANCE

OP ID MB
HOLLA-4

DATE (MM/DD/YYYY)

07/27/10

PRODUCER Brown & Brown of Florida, Inc. P. O. Box 15519 Tampa FL 33684-5519 Phone: 813-226-1300 Fax: 813-226-1313		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Holland & Knight LLP Holland & Knight Charitable Foundation Inc. Attn: Melinda Holder 100 North Tampa Street St 4100 Tampa FL 33602		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Federal Insurance Company	20281
		INSURER B: Sentry Insurance	24988
		INSURER C: Fed. Ins Co/Ohio Cas.	20281
		INSURER D: Great Northern Insurance	20303
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
D	GENERAL LIABILITY	35798711	08/01/10	08/01/11	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Insured Contract				PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	\$ Included
D	AUTOMOBILE LIABILITY	09 74986035	08/01/10	08/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> (Insured has no Owned Autos.)					
	GARAGE LIABILITY					
	<input type="checkbox"/> ANY AUTO					
C	EXCESS / UMBRELLA LIABILITY	79818355/ECO1153089575	08/01/10	08/01/11	EACH OCCURRENCE	\$ 49,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 49,000,000
						\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	901492301/9014920302	08/01/10	08/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT	\$ 1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	OTHER					
	Personal Property	35798711	08/01/10	08/01/11	Spec. Form	126,099,000
D	Data Process. Equip	35798711	08/01/10	08/01/11	Incl Theft	Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

See "Certificate Attachment - Holland & Knight, LLP dated 8-1-10" attached.

*except 10 days for non payment of premium

CERTIFICATE HOLDER

CANCELLATION

CITY OF City of Alameda Attn: Risk Manager Alameda City Hall Room 32 2263 Santa Clara Avenue Alameda CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. <i>Mina Bush</i>
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ACORD 25 (2009/01)

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CERTIFICATE ATTACHMENT - HOLLAND & KNIGHT, LLP

Additional Insured

Certificate Holder is a General Liability Additional Insured and Auto Liability (CA2048) Designated Insured, when required by written contract.

Primary / Non-Contributory Additional Insured

Primary and non-contributory General Liability, Auto Liability and Excess Liability Additional Insured provisions apply, when required by written contract.

Per Location and Per Project General Aggregate

General Liability Per Location and Per Project General Aggregate applies

Contractual Liability

General Liability and Auto Liability Insured Contract contractual liability provisions apply.

Separation of Insureds

General Liability and Auto Liability Separation of Insureds provisions apply.

Waiver of Subrogation

Waiver of Transfer Of Rights Of Recovery Against Others To Us provision as respects General Liability, Auto Liability, Excess Liability and Workers Compensation applies in favor of Certificate Holder, when required by written contract.

Excess Liability Underlying Insurance

Excess Liability schedule of underlying insurance includes General Liability, Auto Liability, and Workers Compensation Employers Liability.

8-1-10

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2010, by and between CITY OF ALAMEDA, a municipal corporation (hereinafter referred to as "City"), and Holland + Knight, LLP, a Washington D.C. corporation, whose address is 2099 Pennsylvania Avenue NW, Suite 100, Washington D.C. 20006-6801, hereinafter referred to as "Consultant"), is made with reference to the following:

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. City and Consultant desire to enter into an agreement for federal advocacy services upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The term of this Agreement shall commence on the 1st day of July, 2010, and shall terminate on the 30th day of June, 2011, unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform each and every service set forth in Exhibit "A," which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

Consultant shall be compensated for services performed pursuant to this Agreement in the amount set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference. Payment shall be made by checks drawn on the treasury of the City, to be taken from the City Manager's Office fund.

4. **TIME IS OF THE ESSENCE:**

Consultant and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City nor have any contractual relationship with City.

6. **INDEPENDENT PARTIES:**

City and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by City to its employees, including but not limited to, unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

6. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of his/her employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Consultant shall indemnify and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

7. **NON-DISCRIMINATION:**

Consistent with City's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Consultant or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

8. **HOLD HARMLESS:**

Indemnification:

Consultant shall indemnify, defend, and hold harmless City, its City Council, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to Consultant's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

Indemnification For Claims for Professional Liability:

As to Claims for professional liability only, Consultant's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

9. **INSURANCE:**

On or before the commencement of the term of this Agreement, Consultant shall furnish City with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement: "Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda by certified mail, Attention: Risk Manager." It is agreed that Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Consultant shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury: \$500,000
 each occurrence
 \$1,000,000
 aggregate - all other

Property Damage: \$100,000 each occurrence
 \$250,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

(3) **Automotive:**

Comprehensive automotive liability coverage in the following minimum limits:

Bodily Injury: \$500,000 each occurrence
Property Damage: \$100,000 each occurrence

or

Combined Single Limit: \$500,000 each occurrence

(4) **Professional Liability:**

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

B. SUBROGATION WAIVER:

Consultant agrees that in the event of loss due to any of the perils for which he/she has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to his/her insurance for recovery. Consultant hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or City with respect to the services of Consultant herein, a waiver of any right to subrogation which any such insurer of said Consultant may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards and commissions, officers, employees and volunteers shall be named as an additional insured under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

10. CONFLICT OF INTEREST:

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

11. PROHIBITION AGAINST TRANSFERS:

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from City under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to City by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or

cotenant, if Consultant is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

12. **SUBCONTRACTOR APPROVAL:**

Unless prior written consent from City is obtained, only those people and subcontractors whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement.

In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

13. **PERMITS AND LICENSES:**

Consultant, at his/her sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses including, but not limited to, a City Business License, that may be required in connection with the performance of services hereunder.

14. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report", reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement, shall be the exclusive property of City. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to City the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of City, and all publication rights are reserved to City.

B. All Reports prepared by Consultant may be used by City in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other City projects as appropriate.

C. Consultant shall, at such time and in such form as City may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on both sides of the paper except for one original, which shall be single sided.

E. No Report, information, or other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by City.

15. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of

services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of City or its designees at all proper times, and gives City the right to examine and audit same, and to make transcripts therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

If supplemental examination or audit of the records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of contract or failure to act in good faith, then Consultant shall reimburse City for all reasonable costs and expenses associated with the supplemental examination or audit.

16. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals from Consultant to City shall be addressed to City at:

City of Alameda
2263 Santa Clara Avenue
Alameda CA 94501
Attention: Lisa Goldman, City Manager's Office

All notices, demands, requests, or approvals from City to Consultant shall be addressed to Consultant at:

Rich Gold
Holland & Knight, LLP
2099 Pennsylvania Avenue NW,
Suite 100
Washington DC, 20006-6801

17. **TERMINATION:**

In the event Consultant fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from City of written notice of default, specifying the nature of such default and the steps necessary to

cure such default, City may terminate the Agreement forthwith by giving to the Consultant written notice thereof.

City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

18. **COMPLIANCES:**

Consultant shall comply with all state or federal laws and all ordinances, rules and regulations enacted or issued by City.

19. **CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

20. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from City to do otherwise.

21. **WAIVER:**

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

22. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Consultant.

22. **INSERTED PROVISIONS:**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

23. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

24. **NON-APPROPRIATION/DEBT LIMITATION:**

In the event City is unable to obtain funding upon this contract for a portion of the contractual term that straddles two fiscal years, City shall have the right to terminate this contract at the conclusion of the current fiscal year and shall not be obligated to continue performance under this agreement. To the extent any remedy in this agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to County, Contractor hereby expressly and irrevocably waives its right to such remedy.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

CONSULTANT

CITY OF ALAMEDA
A Municipal Corporation

Holland & Knight, LLP

By _____
Title _____

By: Ann Marie Gallant
Title: Interim City Manager

RECOMMENDED FOR APPROVAL:

By: Lisa Goldman
Title: Deputy City Manager

APPROVED AS TO FORM:
City Attorney

By
Title

EXHIBIT A

SCOPE OF SERVICES

1. In coordination with the City Manager's Office for the City of Alameda, advise the City of Alameda on potential federal funding that the City or the Alameda Reuse and Redevelopment Authority (ARRA) could seek for implementation of redevelopment at Alameda Point or other locations within the City of Alameda, which may include, but is not limited to, technology improvements for public safety; transportation planning; transit, roadway, and pedestrian improvements; streetscape projects; the renovation of historic municipal buildings such as the Carnegie Building, the Veterans' Building, the "O" Club, gym and pool at Alameda Point; and aid in appropriation of such funding. In addition, Holland & Knight will assist City efforts to restore federal funding for the City's Section 8 and CDBG programs and other housing-related issues.
2. Prepare a written report that sets forth, in reasonable detail, the comprehensive lobbying strategy necessary to achieve the funding goals set forth in Section 1 above. Such written report shall, among other provisions, identify any unique issues/attributes that relate to the City of Alameda that could affect the likelihood/success of achieving the funding goals set forth in Section 1 above. Such report shall be updated quarterly during the relationship.
3. Obtain information and data from the state and federal government on matters of interest to the City of Alameda that relate to the goals set forth in Section 1 above.
4. Advise the City of Alameda concerning any matters that may be of interest to the City of Alameda with respect to the goals set forth in Section 1 above.
5. Secure and furnish such detailed information as may be available that relates to the goals set forth in Section 1 above.
6. Assist and educate City of Alameda/ARRA's federal and state legislative delegation with respect to the goals set forth in Section 1 above.
7. Provide non-legal advice to the City of Alameda City Manager's Office regarding appearances by City of Alameda/ARRA officials and staff before federal and state agencies relating to the goals set forth in Section 1 above.
8. Arrange appointments as directed by the City Manager as necessary with state and federal legislative or administrative representatives and City of Alameda/ARRA representatives as requested relating to the goals set forth in Section 1 above.

EXHIBIT B

COMPENSATION FOR SERVICES

Consultant shall be compensated for the services performed as set forth in Exhibit A in an amount not to exceed \$96,000, paid in 12 equal monthly installments. Consultant shall submit monthly invoices not to exceed \$8,000 per month. Invoices to be provided to the City Manager's Office within 10 days of start of month for previous month's work.

City of Alameda

Federal Legislative Successes

Appropriations

At the start of each year, we work with the City to develop priority projects and identify key policy areas for the annual appropriations cycle. The City has been targeted and consistent in their requests for key infrastructure and community resource funding. This focused approach has helped to advance many of the City's priorities. As outlined below, the City has many successes to show for these efforts.

- ***Park Street Secures Final Piece of Federal Funds***

Most notably, the fiscal year 2010 appropriations bill delivered the last piece of Federal funding for the Park Street Pedestrian Safety Transportation project. Park Street has been a priority project for the City for the last six appropriations cycles and represents a good example of why a successful Washington presence involves a long-term strategy.

- ***Bay Farm Island Project Scheduled to Receive Corps Funding***

Fiscal year 2010 also marked the first year that the Bay Farm Island Shoreline Dike & Seawall Repair project was identified in the US Army Corps of Engineers (Corps) budget. This project falls under the Corps Continuing Authorities Program (CAP) which requires congressional approval to be included on the Corps priority funding list. The demand for CAP funding far exceeds the annual budget for CAPs and as the City experienced, it often takes several years of being "listed" in the annual Energy & Water Appropriations bill before a project is included in the Corps list for CAP funding. For FY10, the Bay Farm Island project is slated to receive \$150,000 from the Corps.

- ***City's EBRCS Leadership Gains Momentum in Washington***

In addition, the leadership role the City has undertaken on behalf of the East Bay Regional Communications System continues to gain Federal support. This regional effort has been embraced by the congressional delegation and the City has been recognized for spearheading this successful coalition. During the Mayor's annual trip to Washington in January, the City secured a high level meeting at the Department of Justice for its EBRCS partners.

APPROPRIATIONS PROJECT SUCCESS FY05-FY11

Park Street Pedestrian Safety Transportation Improvements

- FY10: \$300,000 in the House Transportation-HUD Appropriations conference report (P.L. 111-117)
- FY09: \$475,000 in the Transportation-HUD Appropriations conference report (P.L. 111-8)
- FY08: \$490,000 in the Transportation-HUD Appropriations conference report (P.L. 110-161)
- FY07: \$300,000 in House Transportation-Treasury-HUD Appropriations bill*
- FY06: \$700,000 in the Transportation-Treasury-HUD Appropriations conference report (P.L. 109-115)

Alameda Point Aerial Transit Project

- FY04: \$500,000 in the Transportation-Treasury Appropriations conference report (P.L. 108-199)

Bay Farm Island Shoreline Dike & Seawall Repair

- FY10: Received a project listing in Energy & Water Appropriations conference report (P.L. 111-85) and is identified for \$150,000 in the Corps budget
- FY09: Received a project listing in Energy & Water Appropriations conference report (P.L. 111-8)
- FY07: Received a project listing in the Senate Energy & Water Appropriations bill*

Woodstock to Webster Neighborhood Improvement Plan

- FY07: \$100,000 in House Transportation-HUD Appropriations bill*

East Bay Regional Communications System

- FY11: \$950,000 pending in the House Commerce-Justice-Science Appropriations bill and \$1M pending in the Senate Commerce-Justice-Science Appropriations
- FY10: \$1.05M in the Commerce-Justice-Science Appropriations conference report (P.L. 111-117)
- FY09: \$1.17M in the Commerce-Justice-Science Appropriations conference report (P.L. 111-8)

Alameda Landing, Fleet Industrial Supply Center Infrastructure Improvements

- FY11: \$4M pending in the House Department of Defense Appropriations bill

* Final year-long CR for FY07 did not include any project earmarks

STATUS OF FY11 APPROPRIATIONS PROJECT REQUESTS

At present, the fiscal year 2011 appropriations bills are on hold until Congress returns to Washington in mid-November. The new Federal fiscal year, FY11, started on October 1st and to maintain continued funding for Federal agencies and programs, Congress passed a continuing resolution (CR) which lasts until December 3rd. The City has been successful in securing funding for two of its FY11 priorities and final funding for these projects will likely be determined in the mid-November to mid-December timeframe. These projects are discussed in greater detail below.

Project Name	Bill	Amount Requested	Status	Notes
Bay Farm Island Seawall	Energy & Water	N/A, project listing	Not included due to change in committee policy.	Committee policy changed to determine that previous listing was sufficient. Corps continues to move forward on the project.
East Bay Regional Communications System	Commerce, Justice, Science	\$3M	\$950 k pending in the House bill; \$1M pending in the Senate bill.	This regional request has drawn strong and consistent support from Senators Boxer and Feinstein and Reps Stark and McNerney.
Alameda Landing Fleet Industrial Supply Center Infrastructure Improvements	Department of Defense	\$4.7M	\$4M pending in the House bill; Project was also requested in the Senate, but the Senate bill did not include any OEA projects.	This is the first DoD earmark secured by Rep. Stark. He also supported it in FY10, but was not successful until this year.
Citywide Bus Shelter Program	Transportation, Housing and Urban Development	\$276k	Not funded	The City has been successful with other transportation priorities such as Park Street.
Mitchell-Mosely Avenue Transportation Improvements	Transportation, Housing and Urban Development	\$8.2M	Project was requested by Rep. Stark, but not funded by the committee.	This project was a new request in FY11

APPROPRIATIONS POLICY

Food and Drug Administration

In the FY08 House Agriculture Appropriations bill, we advocated to block a plan by the Food and Drug Administration (FDA) to consolidate several of their Office of Regulatory Affairs

laboratories. This plan would have serious and immediate impacts for the City as the FDA's San Francisco District Lab is located in Alameda. Blocking this plan represents an important win for the City of Alameda and a validation of the important work that is being performed in the San Francisco District Lab.

Authorizations

The authorization process is another good opportunity for the City to advance its agenda at the federal level. Authorization bills provide an opportunity for the City to secure helpful legislative language for a particular priority, or in the case of the surface transportation bill, secure funding for critical transportation infrastructure.

TRANSPORTATION INFRASTRUCTURE

During the consideration of SAFETEA-LU (2003 to 2005), the City was able to advance two key priorities as outlined below.

SAFETEA-LU (P.L. 109-59)

Secured authorizations and funding for the City's top transportation priorities in the final bill:

- \$1.672 million for planning, design, and construction intermodal facility project (FY06-FY09)
 - FY06: \$384,560
 - FY07: \$401,280
 - FY08: \$434,720
 - FY09: \$451,440
- New Starts Authorization for the City's Fixed Guideway Corridor project

Reauthorization of SAFETEA-LU

SAFETEA-LU expired on September 30, 2009; the agencies, programs and activities covered under this legislation are currently being funded by long-term extension which will expire at the end of 2010. During the spring of 2009, the House Transportation and Infrastructure Committee (T&I) initiated actions to reauthorize massive surface transportation bill. In April 2009, the City presented three funding priorities to Congressman Stark. These projects have the full support of the Congressman and have been submitted to T&I for consideration. The requests are as follows:

- Fruitvale Avenue Lifeline Bridge, \$40,000,000
- Bay Farm Off-Street Bicycle Trail, \$2,160,000
- Broadway/Jackson Interchange Improvements, \$40,800,000

The Senate Environment and Public Works Committee (EPW) also put out a call for projects in July. In response, the City submitted their top priority, the Fruitvale Avenue Lifeline Bridge, to Senators Feinstein and Boxer for consideration.

At present, further consideration of surface transportation bill and these priority projects is pending as congressional leaders work to identify a funding source for the bill. The Administration is also working to put their stamp on the bill. Secretary LaHood is expected to release the Department of Transportation's roadmap for reauthorization sometime this spring.

WATER INFRASTRUCTURE

The Water Resources Development Act (WRDA) provides authorizations for projects such as flood protection, environmental restoration, operations and maintenance of waterways and other projects associated with US Army Corps of Engineers. The WRDA 2007 bill helped to advance two key priorities for the City.

Water Resources Development Act 2007 (P.L. 110-114)

Secured authorizations for the City's top water related priorities:

- Conveyance of the Oakland Inner Harbor Tidal Canal property from the US Army Corps of Engineers (Corps) to an entity created by or designated by the City and;
- Requiring the Corps to conduct a study of the Fruitvale Bridge to determine the most economic means of maintaining the bridge for future transportation options.

Housing

FUNDING

Recognizing the important role of public housing to the City, we actively monitor housing policy issues and serve a federal liaison to the US Department of Housing and Urban Development (HUD). Through our representation, we have secured a total of \$1,101,471 owed to the Authority by HUD:

- \$636,161 in 2004
- \$465,310 in 2007

The 2004 funds were especially significant as they prevented 108 families from being cut from the Section 8 program.

POLICY

In addition, we are actively working with the City to name the Alameda Housing Authority as a member of HUD's Moving to Work Program. This would provide much needed funding flexibility which in turn would allow the authority to better serve those in need of their assistance.

Stimulus

In February 2009, President Obama signed into law the American Recovery & Reinvestment Act (P.L. 111-5). The intent of the ARRA legislation is to stimulate the economy and create jobs. Over all, ARRA provides \$789 billion for a variety of priorities including infrastructure, energy, healthcare, and tax incentives. To assist the City with competitive funding opportunities ranging from Community Oriented Policing (COPS) to Energy Efficiency opportunities (EECBG), we developed a side by side chart which provides information on when and how to access these funds. This chart was updated on a regular basis and provided a valuable resource to help the City efficiently navigate the process. We also conducted a series of webinars focusing on various opportunities within ARRA.

Grants

Weekly Grant Notification

Each week we provide the City with information regarding recently announced federal grant opportunities. We comb through the Federal Register, Grants.gov, and other resources to identify specific funding that may be of interest to the City. We provide this service to the City as part of our regular legislative efforts. Should the City decide to pursue any of the grant

opportunities, we are available to assist with those efforts including building congressional support for the City's application.

General Representation

We also actively monitor and weigh in on issues important to the City such as:

- Full funding for Community Development Block Grants
- Eminent Domain
- Full funding for Energy Efficiency and Conservation Block Grants
- SCHIP
- Homeland Security
- Video Choice
- BRAC
- Other issues as identified by the City

Potential Federal Funding Opportunities for Alameda Point

BASE REUSE AND REMEDIATION				
Source	Type	Eligibility & Amount	Timeframe	Additional Information
Economic Development Administration	Competitive Grant, apply to EDA	\$240M available in the FY 2010 round and future funding is dependent upon annual appropriations from Congress. EDA provides funding for the construction and rehabilitation of essential public infrastructure and necessary facilities to generate or retain private sector jobs and investments, to attract private sector capital and to promote economic competitiveness.	EDA accepts applications on an ongoing basis. Awards maximum is approximately \$2M.	EDA link: http://www.eda.gov/InvestmentsGrants/FFON.xml EDA FY 2009 funding NOFA link: http://www.eda.gov/PDF/FY09-EDAP-FFO-FINAL.pdf
EPA Brownfields and Land Revitalization	Competitive Grant, apply to EPA	Funds are used to carry out cleanup activities at brownfield sites. Eligible entities, including local governments, may apply for up to \$200K per site. These funds may be used to address sites contaminated by petroleum and hazardous substances, pollutants, or contaminants (including hazardous substances co-mingled with petroleum). Cleanup grants require a 20 percent cost share, which may be in the form of a contribution of money, labor, material, or services, and must be for eligible and allowable costs (the match must equal 20 percent of the amount of funding provided by EPA and cannot include administrative costs).	Anticipate next round of applications to be due in October 2011 depending on final congressional action on FY 2011 appropriations which is currently scheduled for March 2011.	Brownfields and Land Revitalization Link: http://www.epa.gov/brownfields/cleanup_grants.htm As reference, the NOFA for the FY 2010 round is below: http://www.epa.gov/oswer/docs/grants/epa-oswer-orcr-09-05.pdf
DOD Office of Economic Adjustment	Annual Appropriations Request	This is DOD's primary source for assisting communities that are adversely impacted by Defense program changes, including base closures or realignments, base expansions, and contract or program cancellations. Funds can be used for infrastructure and reuse purposes and ranges from \$1M to \$10M per cycle.	Follows the annual appropriations cycle. This involves submitting projects to Congress in February/March with final decisions typically made between Thanksgiving and Christmas. <u>Note:</u> There is presently a two-year House and Senate GOP moratorium on earmarks.	OEA link: http://www.oea.gov/OEAWeb.nsf/Home?OpenForm

BASE REUSE AND REMEDIATION				
Source	Type	Eligibility & Amount	Timeframe	Additional Information
Military Construction Appropriations bill: Increase over all funding for the Department of the Navy	Annual Appropriations Request	This provides annual funding for Navy priorities; prior increases in the Navy's funding have been used towards remediation activities at closed bases.	Follows the annual appropriations cycle. This involves submitting priorities to Congress in February/March with final decisions typically made between Thanksgiving and Christmas. Note: There is presently a two-year House and Senate GOP moratorium on earmarks.	

TRANSPORTATION				
Source	Type	Eligibility & Amount	Timeframe	Additional Information
DOT TIGER III	Competitive Grant; apply to DOT	Total amount available is pending final congressional action on FY 2011 appropriations. The House proposed \$400M while the Senate proposed \$800M in their respective FY 2011 THUD Appropriations bills. In December 2010 Congress approved and the President signed into law a continuing resolution (CR) funding federal transportation programs at FY 2010 levels through March 2011. Congress is expected to finalize action on FY 2011 funding levels for TIGER III at that time. Grant awards ranged from \$1M to \$44.7M, with an average grant size of \$13M. Eligible projects include highway, transit, streetcar, bicycle and pedestrian improvements and ports.	Anticipate announcement of funding awards in 2012, as final congressional action on FY 2011 funding for the program must occur in March of 2011 prior to a DOT announcement of funding availability for the program.	TIGER was created under ARRA. In October 2010, \$600M was awarded to 42 projects. As reference, NOFA's for the most recent round of TIGER II are below: TIGER II link: http://www.dot.gov/recovery/ost/tigerii/index.html TIGER II NOFA link: http://www.dot.gov/docs/TIGER_II_Discretionary_Grant_Program_Final_Notice_1_June_2010.pdf

TRANSPORTATION				
Source	Type	Eligibility & Amount	Timeframe	Additional Information
TIGER III Planning Grants/HUD Community Challenge Grants	Competitive Grant; apply to DOT/HUD	Total amount available is pending final congressional action on FY 2011 Transportation Appropriations legislation, which is expected in March 2011. Past award ceiling was \$3M. Funds can be used for planning purposes to support eligible surface transportation projects such as highway, transit, streetcar, bicycle and pedestrian improvements and ports.	Anticipate announcement of funding awards in 2012, as final congressional action on FY 2011 funding for the program must occur in March of 2011 prior to a DOT announcement of funding availability for the program.	TIGER was created under ARRA and the FY 2010 THUD bill directed joint planning funds for DOT and HUD. As reference, the FY 2010 NOFA is below: DOT/HUD Joint NOFA link: http://www.dot.gov/recovery/ost/tigerii/dothudjointplanningnotice.pdf
TIGGER III	Competitive Grant; apply to DOT	Total amount available is pending final congressional action on FY 2011 appropriations legislation, which is expected in March 2011. Funds can be used for Transit Investments for Greenhouse Gas and Energy Reduction (aka TIGGER). FY 2010 funding awards ranged from \$73K to \$10M.	Anticipate 2012, needs to be approved in the FY 2011 appropriations cycle.	TIGGER I was created under ARRA and 43 projects were selected. As reference, the NOFA and past recipients are below: TIGGER II link: http://fta.dot.gov/assistance/research_11424.html TIGGER II NOFA link: http://www.gpo.gov/fdsys/pkg/FR-2010-04-13/pdf/2010-8398.pdf
Surface Transportation Bill (aka reauthorization of SAFETEA-LU)	Submission of project requests to the congressional delegation	This legislation provides funding for a variety of surface transportation needs.	Surface transportation bills are reauthorized every five-years. The current law SAFETEA-LU (P.L. 109-59) expired on September 30, 2009 and is operating under an extension until March 4, 2011. Congress is expected to consider a reauthorization of SAFETEA-LU in 2011.	The City submitted three priority projects to its congressional delegation for consideration in SAFETEA-LU. It is likely that any priority projects will need to be resubmitted in 2011 if Congress agrees to include such projects in the reauthorization of the national surface transportation law.

TRANSPORTATION				
Source	Type	Eligibility & Amount	Timeframe	Additional Information
FTA Joint Development Authority	Grant	This program is designed to provide FTA grantees (MPOs) with additional flexibility in working with the private sector on joint development projects. Funding can be used to leverage private sector funding through the FTA Joint Development Authority provided the private sector investment is physically or functionally related to transit (usually one-half mile from station) and the monies can be used to clear the design and engineering costs, site preparation, clearing the property, the station (other than the commercial revenue producing portion of the station), utilities, and parking.	Rolling timeframe.	For reference, additional information is available here .
Ferry Boats and Ferry Terminal Facilities Program	Annual Appropriations Request	The House earmarks funding in this FHWA account through annual appropriations as well as through transportation reauthorization legislation (SAFETEA-LU) to construct ferry boats and ferry terminal facilities in three entitlement states (AK, WA, NJ) and on select non-entitlement state projects. \$28M in non-entitlement earmarks were included under this account in the House's FY 2009 THUD Appropriations bill and an additional \$4.5M was directed to eight non-entitlement projects at an average amount of \$500K in the House's FY 2010 THUD Appropriations bill.	Follows the annual appropriations cycle. This involves submitting projects to Congress in February/March with final decisions typically made between Thanksgiving and Christmas. <u>Note:</u> There is presently a two-year House and Senate GOP moratorium on earmarks.	Additional information on this program is available here as well as at www.fhwa.dot.gov/discretionary/fbdinfo.cfm

TRANSPORTATION				
Source	Type	Eligibility & Amount	Timeframe	Additional Information
Transportation Housing & Urban Development (THUD) Appropriations bill: DOT Transportation and Community and System Preservation (TCSP) Account	Annual Appropriations Request	This provides funding for a variety of surface transportation needs including streetscapes, ADA compliance, intersection upgrades pedestrian/bike improvements and beautification projects. Funding for projects ranges between \$350K and \$2M.	Follows the annual appropriations cycle. This involves submitting projects to Congress in February/March with final decisions typically made between Thanksgiving and Christmas. <u>Note:</u> There is presently a two-year House and Senate GOP moratorium on earmarks.	The City has been successful in securing TCSP funding for the Park Street Pedestrian Safety & Improvements project.

HOUSING				
Source	Type	Eligibility & Amount	Timeframe	Additional Information
HUD Community Challenge Planning Grants	Competitive Grant; apply to HUD	\$40M was included in the FY 2010 THUD Appropriations bill to assist local governments organize plans to provide incentives to encourage sustainable growth through integration of housing, transportation and land use policies. The House and Senate FY 2011 THUD Appropriations bills each include \$40M for this program as well.	Anticipate 2012, needs to be approved in the FY 2011 appropriations cycle.	As reference, the notice for the FY 2010 funding round is available at http://www.hud.gov/offices/adm/grants/no_fa10/huddotnofa.cfm .
THUD Appropriations bill: HUD Community Development Fund, Economic Development Initiatives Account	Annual Appropriations Request	Eligible applicants are CDBG entitlement units of general local government and non-entitlement units of general local government eligible to receive loan guarantees under 24 CFR part 570, subpart M. Over \$170M in project earmarks were included in this account in the FY 2010 THUD Appropriations bill for community development infrastructure projects. Funding for projects ranges between \$70K and \$5M.	Follows the annual appropriations cycle. This involves submitting projects to Congress in February/March with final decisions typically made between Thanksgiving and Christmas. <u>Note:</u> There is presently a two-year House and Senate GOP moratorium on earmarks.	
THUD Appropriations bill: HUD Community Development Fund, Neighborhood Initiatives Program	Annual Appropriations Request	Eligible applicants are units of local government, their agencies, community non-profit organizations, schools, universities and hospitals. Over \$20M in project earmarks were included in this account in the FY 2010 THUD Appropriations bill for community development infrastructure projects. Funding for projects ranges between \$200K and \$2M.	Follows the annual appropriations cycle. This involves submitting projects to Congress in February/March with final decisions typically made between Thanksgiving and Christmas. <u>Note:</u> There is presently a two-year House and Senate GOP moratorium on earmarks.	

ENERGY & GREEN BUILDING INITIATIVES

Source	Type	Eligibility & Amount	Timeframe	Additional Information
DOE Energy Efficiency and Renewable Energy	Annual Appropriations Request	Each year Congress directs funding to local government, educational institution and research facility projects to implement renewable energy projects. In FY 2010 Congress awarded nearly \$300M in funding for projects under this account. Funding for projects ranges between \$35K and \$10M.	Follows the annual appropriations cycle. This involves submitting projects to Congress in February/March with final decisions typically made between Thanksgiving and Christmas.	For reference, additional information is available at http://www.eere.energy.gov/ .

WATER IMPROVEMENTS

Source	Type	Eligibility & Amount	Timeframe	Additional Information
EPA State and Tribal Assistance Grants (STAG) Program	Annual Appropriations Request	Congress annually earmarks funding for water infrastructure projects under this program through the Interior-EPA Appropriations bill. Eligible recipients include states, tribes, inter-tribal consortia, territories and multi-jurisdictional organizations. Congress appropriated over \$100M in FY 2010 for the program funding earmarks at an average of \$500K per project.	Follows the annual appropriations cycle. This involves submitting projects to Congress in February/March with final decisions typically made between Thanksgiving and Christmas. <u>Note:</u> There is presently a two-year House and Senate GOP moratorium on earmarks.	N/A.
ACE Planning Assistance to States Program	Competitive Grant; apply to U.S. Army Corps of Engineers	Program is funded annually by Congress with federal allotments for each State or Tribe from the nation-wide appropriation limited to \$500K annually. Individual studies generally cost \$25K to \$75K and are cost shared on a 50 percent Federal-50 percent non-Federal basis. Funding can be used for studies that assist in the preparation of comprehensive plans for the development, utilization, and conservation of water and related land.	Rolling timeframe.	For reference, additional information is available on this program at http://www.lre.usace.army.mil/planning/assist.html .